

Hearing Date and Time: August 20, 2015 at 10:00 a.m. (Prevailing Eastern Time)

CLAIMANTS

2100 N. Broadway, Suite 210
Santa Ana, C A 92706
Telephone: (714) 558-8580
Facsimile: (714) 558-8579
Email: mghods@ghodslaw.com

Claimants for Mohammed K. Ghods and Heidi Ghods

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

RESIDENTIAL CAPITAL, LLC, et al.,
Debtors.

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

CLAIMANTS OPPOSITION TO OBJECTION TO CLAIM NUMBER 3503

Claimants Mohammed K. Ghods and Heidi M. Ghods hereby respond to and oppose the Debtor's objection to their claim identified as Claim No. 3503.

The Debtor asserts two purported "Reasons(s) for Disallowance" of Claim 3503. They are peculiarly defined as "Standing Issues" and "Escrow Issues". Debtor's objections, regardless of characterization, lack legal, factual and logical support.

I. Background Introduction

Claimants assert that DiTech Funding Corporation originated a loan on September 9, 1998. It is undisputed that DiTech did not record a deed of trust or mortgage to secure the loan on September 9, 1999 or anytime thereafter.

The subject loan was assigned to the Debtor. The Debtor did not record a deed of trust or mortgage. The Debtor does not and cannot dispute the fact that no actual mortgage instrument was recorded by Ditech Funding or the Debtor.

At some point in time after origination, the Debtor took over the servicing of the subject loan. In or about October 2004, the Debtor started to add a charge to Claimants bill for "forced placed insurance" for allegedly insuring the property located at 12752 Keith Place in Tustin

California (“Property”). As set forth in the accompanying declaration of Mr. Ghods, the Claimants informed the Debtor that they did not own the Property and the Debtor had no security interest in the Property to be insured. The Debtor never objected to the sale of the Property and never took any action to assert any alleged lien. Claimants were told by the Debtor that they had to pay the disputed insurance charges to avoid adverse credit reporting by the Debtor and that the matter would be reviewed and corrected in due course. At all times relevant Claimants made full principal and interest payments on the loan, but objected to the forced placed insurance charges. No correction was made and unlawful charges were passed on to Claimants.

Subsequently, the Debtor filed this bankruptcy case. Claimants timely filed their proof of claim, to which the Debtor now objects. The objections should be overruled.

II. The Debtor’s *Pro forma* Objections Lack Merit, Are Not Supported By Admissible Evidence and Claim 3503 Is A Valid Claim That Should be Allowed In Full.

The Debtor’s objections to Claim 3503 must be rejected as they are legally and factually wrong for the following reasons:

1. **The Debtor was an unsecured lender.** The Debtor asserts that the loan was originated on September 9, 1998. **No mortgage dated September 9, 1998 (date of the loan itself) was ever recorded.** There is an assertion that an “assignment of mortgage from Ditech Funding to GMAC Mortgage was executed on September 25, 1998, and recorded in Orange County on February 23, 1999.” The assignee takes no more than the assignor owns. Here, the assignor was not a secured lender with a recorded deed of trust or mortgage on the subject Property. It is basic law that a mortgage or deed of trust that is not proper and recorded is invalid. *In re Law Developers, LLC, 404 B.R. 136 (Bankr. E.D.N.C. 2008).*

The Debtor tries to cleverly cover up that no deed of trust or mortgage was recorded by Ditech Funding in the first place by presenting hearsay account of an alleged recording of an assignment of mortgage the next year. The evidentiary record submitted in support of the objection does not contain copies of any mortgage or the purported assignment. Without proper foundation and establishment of personal knowledge, the statements of counsel for the Debtor have zero evidentiary value and are objected to by the Claimants. By the factual evidence, the Debtor is forced to concede that no deed of trust or mortgage was recorded to secure the subject loan against the Property. The subsequent sale of the Property many years ago before the bankruptcy to which the Debtor never objected further terminated any alleged standing by the Debtor as a secured lender. As set forth in the declaration of Mr. Ghods, the proof of sale of the property was in the public records and he sent it to GMAC. Despite promising a review and response, GMAC did nothing. Whatever Ditech Funding and/or the

Debtor could have done to claim a security interest in the Property was not done and the Debtor became an unsecured lender. *First Fidelity Thrift & Loan Ass'n v. Alliance Bank*, (1998) 60 Cal. App.4th 1433. The bottom line is that the Debtor was at all times relevant only an unsecured lender.

2. **The Debtor had no insurable interest in the Property to permit charging for forced placed insurance.** Factually, the sale of the Property combined with the Debtor's status as an ordinary unsecured lender proves the Debtor did not have standing to force place insurance on the Property and charge the Claimants for same. The Debtor asserts "As the owner and servicer of the loan, GMAC Mortgage had proper standing to acquire lender-placed insurance on the account." No law is cited to support the absurd assertion that the "owner and servicer" of an unsecured loan has standing to obtain insurance for any property that is not owned by the borrower.

In fact, California Insurance Code § 286 expressly states "an interest in the property insured must exist when the insurance takes effect, and when the loss occurs, but need not exist in the meantime"); *see also Shotmeyer v. New Jersey Title Ins. Co.*, 195 N.J. 72, 85 (N.J. 2008) (stating even if individuals were named insureds, they would not be entitled to recover because they did not have an insurable interest at the time of loss). Here, there was no insurable interest as of October 2004. The Property was sold without the Debtor's objection. No action was ever taken to assert a secured lender status. The Debtor was at best an unsecured lender, a position that it accepted without objection. As such the Debtor had no insurable interest and no standing to procure and charge Claimants for forced placed insurance on the subject Property.

III. Concluding Remarks

Based on the foregoing, Claimants Mohammed K. Ghods and Heidi M. Ghods respectfully request the Court to overrule the Debtor's objections to their Claim No. 3503, the amount of which is not in dispute. The Debtor was wrong to charge for forced placed insurance and as the facts reveal the claim is valid and should be allowed.

Dated: August 7, 2015
Santa Ana, CA

CLAIMANTS

By:

Mohammed K. Ghods

By:

Heidi M. Ghods

**DECLARATION OF MOHAMMED K. GHODS IN SUPPORT OF OPPOSITION TO
OBJECTION TO CLAIM NUMBER 3503**

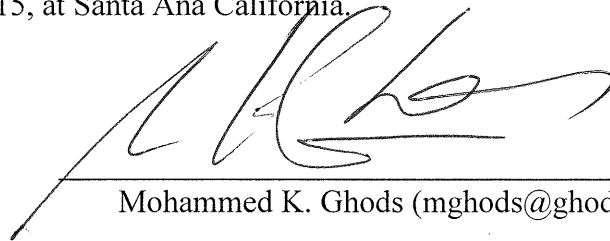
I, Mohammed K. Ghods, declare as follows:

1. I am an individual residing in Orange County, California. I am a claimant in this bankruptcy case. I have personal knowledge of the following facts and if called as a witness will so testify.
2. My wife and I owned a property located at 12752 Keith Place in Tustin. We took out a loan from Ditech Funding. Ditech Funding to our knowledge did not record a deed of trust or mortgage related to the loan.
3. Sometime after we had sold the property, starting in or about October 2004, GMAC Mortgage, who was servicing the loan, started to charge for the forced placed insurance. The details are forth in the proof of claim we have submitted. I spoke to GMAC Mortgage on many occasions. I expressly advised them that the property had been sold, that Ditech did not record a deed of trust and objected to the insurance placement. No objection was ever made by GMAC and GMAC never took any action to assert any alleged lien. I was told that we as the borrowers had to pay the disputed insurance charges to avoid adverse credit reporting and that the matter would be reviewed and corrected in due course. At all times relevant we made full principal and interest payments on the loan, but objected to the forced placed insurance charges. No correction was made and unlawful charges were passed on to us.
4. In addition to my verbal communications with GMAC, I also communicated in writing. In May/June 2010 I add several exchanges, copies of which are attached, which leave no doubt that GMAC had notice that the subject property had been sold. I provided the record that my wife and I did not own the property when insurance was forced placed. GMAC promised again to review and handle the issue. It did nothing.

5. In this bankruptcy case, we have submitted the proof of claim and back up proof for the claim. The objection is made on legal erroneous grounds only. I request the Court overrule the objection and allow Claim No. 3503.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true to the best of my knowledge.

Executed on August 7, 2015, at Santa Ana California.

A handwritten signature in black ink, appearing to read 'M. Ghods', is written over a horizontal line. The signature is fluid and cursive.

Mohammed K. Ghods (mghods@ghodslaw.com)

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

05/26/10

Mohammed K. and Heidi M. Ghods
11022 Bent Tree Lane
Santa Ana, CA 92705

RE: Account Number [REDACTED] 3204
Property Address 12752 KEITH PLACE
TUSTIN CA 92780

Dear Mohammed K. and Heidi M. Ghods:

We received information indicating there may have been a name or title change on the above-referenced property. Please send us a copy of the the recorded deed transferring title showing evidence of this change to PO Box 780 , Waterloo, IA 50704-0780, or Federal Express to 3451 Hammond Avenue, Waterloo IA 50702, ATTN: Assumption Department. You may also fax this information to 972-538-0739.

If you have any questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

Initials: SL

4:78

GHODS LAW FIRM

Attorneys At Law

2100 North Broadway, Suite 101
Santa Ana, California, 92706-2624
Telephone (714) 558-8580
Facsimile (714) 558-8579

June 8, 2010

VIA U.S.MAIL

GMAC Mortgage
P.O. Box 780
Waterloo, IA 50704-0780

RE: Account Number:

██████████ 3204

Property:

12752 Keith Place, Tustin, CA 92780

Dear Sir/Madam:

Thank you for your letter of May 26, 2010. We have previously advised you on a number of occasions that we are being charged for insurance on the above referenced property which we have not owned for years. In prior communications, we were told we needed to make the payments to avoid adverse credit reporting, but that the payments received will be eventually credited to our mortgage account. We continue to get notices for more insurance and charges for useless insurance. Please take the corrective measures immediately and correct our account.

Also, we are enclosing the Orange County Tax Assessor's office information showing the history of ownership for the subject property. It is our understanding that you have access to the same information on-line.

Please confirm for us that this matter has been corrected and our payments have been credited properly. Also, please consider this letter as a formal payoff demand. We expect that the payoff demand will properly reflect a correct balance that includes credit for payments erroneously collected for insurance.

Thank you for your attention.

Very Truly Yours,
GHODS LAW FIRM



Mohammed K. Ghods

MKG:rel
Enclosure

REAL PROPERTY TAX ASSESSOR RECORD

Tax Roll Certification Date: 06-29-2008
Owner Information Current Through: 02-10-2010
County Last Updated: 02-26-2010
Current Date: 05/23/2010
Source: TAX ASSESSOR ORANGE, CALIFORNIA

OWNER INFORMATION

Owner(s): CORMAN QANTAS
TARABAY LUCULIA
Owner Relationship: HUSBAND/WIFE
Ownership Rights: JOINT TENANCY
Absentee Owner: SITUS FROM SALE (OCCUPIED)
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 12752 KEITH PL
TUSTIN, CA 92780-3510

PROPERTY INFORMATION

County: ORANGE
Assessor's Parcel Number: 103-342-30
Property Type: SINGLE FAMILY RESIDENCE - TOWNHOUSE
Land Use: SINGLE FAMILY RESIDENCE
Lot Size: 8500
Lot Acreage: 0.2600
Tract/Subdivision Number: 2620
Legal Description: N TR 2620 LOT 18
Lot Number: 18

TAX ASSESSMENT INFORMATION

Tax Year: 2008
Estimated Tax Year:
Calculated Land Value: \$583,633.00
Calculated Improvement Value: \$92,867.00
Calculated Total Value: \$676,500.00
Assessed Land Value: \$583,633.00
Assessed Improvement Value: \$92,867.00
Assessed Total Value: \$676,500.00
Valuation Method: ASSESSED
Tax Amount: \$7,348.56
Tax Code Area: 89058

BUILDING/IMPROVEMENT CHARACTERISTICS

Number of Buildings: 1
Year Built: 1956
Total Area: 8500
Living Square Feet: 1945
Total Number of Rooms: 8
Number of Bedrooms: 4
Number of Bathrooms: 1.00
Full Baths: 1

Basement Type: UNFINISHED
Fireplace: YES
Garage Type: ATTACHED GARAGE/CARPORT
Pool: Y
Pool Type: TYPE UNKNOWN
Number of Stories: 2.00
Style/Shape: CONTEMPORARY
Construction Quality: AVERAGE
Exterior Wall Type: STUCCO
Heat: BASEBOARD HOT WATER
Water: PUBLIC
Sewer: PUBLIC
A/C Type: AC CENTRAL

LAST FULL MARKET SALE INFORMATION

Sale Date: 09/05/2008
Seller Name: AURORA LN SVCS LLC
Sale Price: \$525,000.00
Consideration: FULL
Deed Type: GRANT DEED
Type of Sale: RESALE
Mortgage Amount: \$502,326.00
Mortgage Loan Type: FEDERAL HOUSING AUTHORITY
Mortgage Term: 30 YEARS
Mortgage Deed Type: DEED OF TRUST
Lender Name: BROADVIEW MTG
Recording Date: 10/15/2008
Document Number: 477262
Title Company: FIDELITY NATIONAL TITLE


PREVIOUS TRANSACTION INFORMATION

Previous Document Number: 479719
Sale Date: 05/20/2005
Sale Price: \$739,000.00
Consideration: FULL
Deed Type: DEED OF TRUST
Mortgage Amount: \$591,200.00
Recording Date: 06/21/2005

HISTORICAL TAX ASSESSOR INFORMATION

Historical Tax Assessor Record 1.

Tax Year: 2008
Calculated Land Value: \$419,451.00
Calculated Improvement Value: \$105,549.00
Calculated Total Value: \$525,000.00
Assessed Total Value: \$525,000.00
Assessor's Parcel Number: 103-342-30
Homestead Exempt: HOMEOWNER EXEMPTION
Absentee Owner: OWNER OCCUPIED
Owner: CORMAN QANTAS
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510



Mailing Address: 12752 KEITH PL
TUSTIN, CA 92780-3510

Historical Tax Assessor Record 2.

Tax Year: 2007
Calculated Land Value: \$583,633.00
Calculated Improvement Value: \$92,867.00
Calculated Total Value: \$676,500.00
Assessed Total Value: \$676,500.00
Assessor's Parcel Number: 103-342-30
Absentee Owner: ~~OWNER OCCUPIED~~
Owner: AURORA LN SVCS LLC
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 12752 KEITH PL
TUSTIN, CA 92780-3510

Historical Tax Assessor Record 3.

Tax Year: 2006
Calculated Land Value: \$675,988.00
Calculated Improvement Value: \$92,867.00
Calculated Total Value: \$768,855.00
Assessed Total Value: \$768,855.00
Assessor's Parcel Number: 103-342-30
Homestead Exempt: HOMEOWNER EXEMPTION
Absentee Owner: OWNER OCCUPIED
Owner: REA LORENZO H
REA HILDA
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 12752 KEITH PL
TUSTIN, CA 92780-3510

Historical Tax Assessor Record 4.

Tax Year: 2005
Calculated Land Value: \$662,733.00
Calculated Improvement Value: \$91,047.00
Calculated Total Value: \$753,780.00
Assessed Total Value: \$753,780.00
Assessor's Parcel Number: 103-342-30
Homestead Exempt: HOMEOWNER EXEMPTION
Absentee Owner: OWNER OCCUPIED
Owner: REA LORENZO H
REA HILDA
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 12752 KEITH PL
TUSTIN, CA 92780-3510

Historical Tax Assessor Record 5.

Tax Year: 2003
Calculated Land Value: \$419,720.00
Calculated Improvement Value: \$74,980.00
Calculated Total Value: \$494,700.00
Assessed Total Value: \$494,700.00
Assessor's Parcel Number: 103-342-30
Absentee Owner: ABSENTEE (MAIL AND SITUS NOT=)
Owner: CIVIC PLAZA PROPERTIES
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 615 CIVIC CENTER DR
SANTA ANA, CA 92701-4030

Historical Tax Assessor Record 6.

Tax Year: 2002
Calculated Land Value: \$411,490.00
Calculated Improvement Value: \$73,510.00
Calculated Total Value: \$485,000.00
Assessed Total Value: \$485,000.00
Assessor's Parcel Number: 103-342-30
Absentee Owner: ABSENTEE (MAIL AND SITUS NOT=)
Owner: CIVIC PLAZA PROPERTIES
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 615 CIVIC CENTER DR
SANTA ANA, CA 92701-4030

Historical Tax Assessor Record 7.

Tax Year: 2001
Calculated Land Value: \$236,295.00
Calculated Improvement Value: \$80,914.00
Calculated Total Value: \$317,209.00
Assessed Total Value: \$317,209.00
Assessor's Parcel Number: 103-342-30
Homestead Exempt: HOMEOWNER EXEMPTION
Absentee Owner: YES
Owner: CIVIC PLAZA PROPERTIES LP
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 615 CIVIC CENTER DR
SANTA ANA, CA 92701-4030

Historical Tax Assessor Record 8.

Tax Year: 2001
Calculated Land Value: \$236,295.00
Calculated Improvement Value: \$80,914.00
Calculated Total Value: \$317,209.00
Assessed Total Value: \$317,209.00

Assessor's Parcel Number: 103-342-30
Absentee Owner: ABSENTEE (MAIL AND SITUS NOT=)
Owner: CIVIC PLAZA PROPERTIES LP
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 615 CIVIC CENTER DR
SANTA ANA, CA 92701-4030

Historical Tax Assessor Record 9.

Tax Year: 2000
Calculated Land Value: \$179,756.00
Calculated Improvement Value: \$72,335.00
Calculated Total Value: \$252,091.00
Assessed Total Value: \$252,091.00
Assessor's Parcel Number: 103-342-30
Homestead Exempt: HOMEOWNER EXEMPTION
Owner: GHODS MOHAMMED K
GHODS HEIDI M
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 12752 KEITH PL
TUSTIN, CA 92780-3510

Historical Tax Assessor Record 10.

Tax Year: 1999
Calculated Land Value: \$176,232.00
Calculated Improvement Value: \$70,917.00
Calculated Total Value: \$247,149.00
Assessed Total Value: \$247,149.00
Assessor's Parcel Number: 103-342-30
Homestead Exempt: HOMEOWNER EXEMPTION
Owner: GHODS MOHAMMED K
GHODS HEIDI M
Property Address: 12752 KEITH PL
TUSTIN, CA 92780-3510
Mailing Address: 12752 KEITH PL
TUSTIN, CA 92780-3510

TRANSACTION HISTORY REPORT is available for this property. The report contains details about all available transactions associated with this property. The report may include information about sales, ownership transfers, refinances, construction loans, 2nd mortgages, or equity loans based on recorded deeds. Additional charges may apply.

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)
to order copies of documents related to this or other matters.
Additional charges apply.

Rank	Name	Property Address	City-State
Select to print, e-mail, etc			
Tag to Print 1	1	MYERS DANIEL N	12752 KEITH PL
	TUSTIN CA	01/1989	
Tag to Print 2	2	GHODS MOHAMMED K AND WIFE	12752 KEITH
PL	TUSTIN CA	01/1991	
Tag to Print 3	3	CIVIC PLAZA PROPERTIES LP	12752 KEITH PL
	TUSTIN CA	10/21/2001	
Tag to Print 4	4	JONES RANDOLPH P & THERESA	12752 KEITH
PL	TUSTIN CA	06/08/2004	
Tag to Print 5	5	REA LORENZO H & HILDA	12752 KEITH PL
	TUSTIN CA	05/20/2005	
Tag to Print 6	6	REA LORENZO H & HILDA	12752 KEITH PL
	TUSTIN CA	03/22/2006	
Tag to Print 7	7	REA LORENZO H & HILDA	12752 KEITH PL
	TUSTIN CA	03/22/2006	
Tag to Print 8	8	RESIDENTIAL FUNDING CO LLC	12752 KEITH
PL	TUSTIN CA	05/15/2008	
Tag to Print 9	9	RESIDENTIAL FUNDING CO LLC	12752 KEITH
PL	TUSTIN CA	05/15/2008	
Tag to Print 10	10	CORMAN QANTAS	12752 KEITH PL
	TUSTIN CA	09/05/2008	
Tag to Print 11	11	AURORA LN SVCS LLC	12752 KEITH PL
	TUSTIN CA	09/12/2008	
Tag to Print 12	12	CORMAN QANTAS	12752 KEITH PL
	TUSTIN CA	10/16/2009	
Tag to Print 13	13	GHODS MOHAMMED AND WIFE	12752 KEITH
PL	TUSTIN CA	02/28/1991	
Tag to Print 14	14	GHODS MOHAMMED AND WIFE	12752 KEITH
PL	TUSTIN CA	03/19/1991	
Tag to Print 15	15	GHODS MOHAMMED K	12752 KEITH PL
	TUSTIN CA	01/28/2000	
Tag to Print 16	16	GHODS MOHAMMED K AND WIFE	12752 KEITH
PL	TUSTIN CA	09/25/1998	

GMAC Mortgage

June 18, 2010

Mohammed K Ghods
Heidi M Ghods
11022 Bent Tree Lane
Santa Ana CA 92705

RE: Account Number [REDACTED] 3204
Property Address 12752 Keith Place
Tustin CA 92780

Dear Mohammed K Ghods and Heidi M Ghods:

This letter is in response to your lender placed insurance inquiry on the above-referenced account.

Due to the collateral of the property, we require homeowners insurance. As you are the mortgagors reflected on the account, you are responsible for providing proof of your homeowner's insurance, until the loan is paid in full.

Our records indicate we have not received proof of insurance on the property since 2004. As we did not receive proof of homeowner's insurance, a lender placed insurance policy was placed on your account and has been included since June 2004. The policy will be renewed June 27, 2010 if proof of homeowners insurance is not received. If you have obtained proof of homeowners insurance, please submit this information to our Insurance Department at the following address:

GMAC Mortgage
Attn: Insurance Department
PO Box 4025
Coraopolis PA 15108-6925

We have also forwarded your correspondence to our Assumptions Department. A response regarding the transfer of the property will be sent under separate cover.

If you have any further questions, please contact Customer Care at 1-800-766-4622 between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

KT

**PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE**

On August 7, 2015, I served the foregoing document described as:

CLAIMANTS' OPPOSITION TO OBJECTION TO CLAIM NUMBER 3503

on the interested parties in this action:

SEE SERVICE LIST BELOW


as stated below:

☒ BY EMAIL: As follows: I caused the documents to be sent to the persons at the e-mail addresses, as last given or submitted on any document which he or she has filed in the case, listed on the attached service list. I did not receive, within reasonable time after transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ BY FACSIMILE: I caused such document(s) to be transmitted by facsimile transmission from a facsimile transmission machine, at Santa Ana, California, with the telephone number (714) 558-8579 to the parties below. The facsimile transmission was reported as complete without error by a transmission report, issued by the facsimile transmission machine upon which the transmission was made.

Linda A. Riffkin
Brian S. Masumoto
Office of the United States Trustee for the Southern District of New York
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014
F: (212) 668-2255

I declare under penalty of perjury under the laws of the United States of America that foregoing is true and correct and was executed on August 7, 2015 at Santa Ana, California.


Theresa P. Chan

SERVICE LIST

<p>Norman S. Rosebaum Jordan A. Wishnew Jessica J. Arett Morrison & Foerster LLP 250 W. 55th Street New York, NY 10019 nrosenbaum@mofo.com jwishnew@mofo.com jarett@mofo.com Counsel for ResCap Borrower Claims Trust</p>	<p>Daniel J. Flanigan Polsinelli PLAINTIFFS' COUNSEL 900 Third Avenue, 21st Floor New York, NY 10022 dflanigan@polsinelli.com The ResCap Borrower Claims Trust</p>
<p>Jeffrey Brodsky Quest Turnaround Advisors 800 Westchester Avenue, Suite S-250 Rye Brook, NY 10573 jbrodsky@qtadvisors.com The ResCap Liquidating Trust</p>	